



25) on Monday May 20, 2024. Later on May 20, 2024, Defendant did file “LexisNexis Risk Solutions Inc.’s Answer To Plaintiff’s Complaint” (Document No. 26).

Defendant then followed up with its “Motion To Deem LexisNexis Risk Solutions Inc.’s Answer To Plaintiff’s Complaint As Timely Filed” (Document No. 28) filed on May 24, 2024. Defendant contends that due to an oversight, it “inadvertently failed to file its Answer on or before May 17, 2024.” (Document No. 29, p. 2). Defendant asserts that its delayed filing was the result of “excusable neglect” and that the Court should accept the Answer as timely filed. (Document No. 29) (citing, *inter alia*, Fed.R.Civ.P. 6(b) and Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship, 507 U.S. 380, 395 (1993)).

On May 28, 2024, Plaintiff, who is appearing without counsel, filed a “Motion To Dismiss LexisNexis Risk Solutions Inc., Memorandum Of Law In Support To Deem” (Document No. 27). Although a brief in response to the “Motion To Deem LexisNexis Risk Solutions Inc.’s Answer To Plaintiff’s Complaint As Timely Filed” (Document No. 28) might have been more appropriate, it is clear that Plaintiff seeks to have the Court strike or otherwise reject Defendant’s Answer and briefing in support of accepting the Answer as timely filed. (Document No. 30); see also Local Rule 7.1(e). Plaintiff is not persuaded that Defendant has acted in good faith and/or that “excusable neglect” has been established in this situation. See (Document No. 30, p. 2).

After careful consideration of the record and the parties’ filings, the undersigned respectfully disagrees with Plaintiff’s position. In short, the undersigned finds that Plaintiff will suffer little, if any, prejudice if Defendant’s Answer is accepted. Moreover, it is the Court’s strong preference that this case be resolved on the merits rather than a procedural technicality. However, Defendant is advised that additional late filings may not be allowed, and that further conduct in violation of the Orders of this Court or its Rules, may lead to sanctions.

Since the Court will allow Defendant's motion, it will deny Plaintiff's motions as moot.

**IT IS, THEREFORE, ORDERED** that Defendant's "Motion To Deem LexisNexis Risk Solutions Inc.'s Answer To Plaintiff's Complaint As Timely Filed" (Document No. 28) is **GRANTED**.

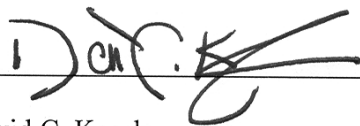
**IT IS FURTHER ORDERED** that Plaintiff's "Affidavit For Entry Of Default" (Document No. 25) is **DENIED AS MOOT**.

**IT IS FURTHER ORDERED** that Plaintiff's "Motion To Dismiss LexisNexis Risk Solutions Inc., Answer" (Document No. 27) is **DENIED AS MOOT**.

**IT IS FURTHER ORDERED** that Plaintiff's "Motion To Dismiss LexisNexis Risk Solutions Inc., Memorandum Of Law In Support To Deem" (Document No. 30) is **DENIED AS MOOT**.

**SO ORDERED.**

Signed: June 5, 2024

  
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David C. Keesler  
United States Magistrate Judge

